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June 5, 2015

PROPOSAL INVITATION

RFP #77153

Sealed Proposals (**Proposal #77153**) for Architecture and Engineering and Landscape Architectural Services for the County of Stafford will be accepted until **3:00 P.M., Tuesday, July 7, 2015**, at which time they will be opened in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all Proposal instructions and specifications. Should any questions arise concerning this Proposal, contact the Purchasing Office at (540) 658-8614.

A Pre-proposal Conference will be held at **2:00 P.M., Thursday, June 18, 2015** in the Board of Supervisors Chambers located in the Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia. Attendance is not mandatory, but is strongly encouraged.

Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals and to waive informalities.

Anita Perrow
Purchasing Manager



**REQUEST FOR PROPOSALS
FOR ARCHITECTURAL AND ENGINEERING AND LANDSCAPE ARCHITECTURAL
CONSULTING SERVICES FOR THE COUNTY OF STAFFORD**

RFP NUMBER: Proposal #77153

RECEIVING DATE: 3:00 P.M., Tuesday, July 7, 2015

RECEIVING PLACE: Stafford County Purchasing Office
Stafford County Administration Center
1300 Courthouse Road
P. O. Box 339
Stafford, Virginia 22555-0339

Requests for information regarding technical matters on this Proposal should be directed to:

Kathleen Kent Fox
Construction Project Manager
Stafford County Department of Works
P.O. Box 339
1300 Courthouse Road
Stafford, Virginia 22555-0339
Telephone: (540) 658-7300

Requests for information regarding contractual matters should be directed to:

County of Stafford
Purchasing Office
P.O. Box 339
1300 Courthouse Road
Stafford, Virginia 22555-0339
Telephone: (540) 658-8611

GENERAL INSTRUCTIONS

1. Mail or deliver Proposals to the Stafford County Purchasing Office, Stafford County Administration Center, P.O. Box 339, 1300 Courthouse Road, Stafford, Virginia 22555-0339.
2. All Proposals shall be signed in ink by authorized principals of the firm and must be received in sealed envelopes with the statement, **“Proposal Enclosed” and the Proposal number typed or written in the lower left-hand corner.**
3. **One (1) original, clearly marked,** and four (4) copies of the Proposal must be received in the Purchasing Office before the opening time stated in the Request for Proposal.
4. Proposals must be received on or before **4:00 P.M., Tuesday, July 7, 2015**, in the Purchasing Office, and no late Proposals will be accepted. **The vendor is solely responsible for ensuring delivery to the designated location prior to the specified time.**
5. Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals received and to waive informalities.
6. Proposals shall be binding for one hundred twenty (120) days following the Proposal opening date.
7. Proprietary information will not be disclosed during the selection process.
8. Each Proposer is required to state in the Proposal, their name and place of residence and the names of all persons interested with him; in the case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the Proposer.
9. Pursuant to §2.2-4330 of the Code of Virginia, as amended, the contracting authority has elected to use the procedure for Proposal withdrawal numbered (I), which reads as follows:

"The proposer shall give notice in writing of his claim of right to withdraw his proposal within two (2) business days after the conclusion of the Proposal opening procedure."
10. **No interpretation of the meaning of the Contract Documents will be made to any Proposer orally. Every request for such interpretation must be in writing.** To be given consideration, such requests must be received at least ten (10) days prior to the date fixed for receiving Proposals. Any and all such interpretations and any supplemental instructions will be returned in writing to the prospective Proposer requesting such interpretations, or will be in the form of written Addenda which, if issued, will be posted

on the Stafford County Purchasing Website (<http://staffordcountyva.gov/Bids.aspx?CatID=23>) in the form of written Addenda not later than three (3) days prior to the date fixed for receiving of Bids. Failure of any Proposer to receive any such Addenda or interpretation shall not relieve said Proposer from obligation under the Proposal as submitted. All Addenda so issued shall become part of the Contract Documents.

11. The Contractor shall maintain insurance to protect Stafford County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by contractor under the terms of this Contract.

In addition to any other forms of insurance for bonds required under Contracts and Specifications pertaining to this project, Stafford County shall require any vendor to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Subcontractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.
3. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of \$2,000,000 per occurrence.

Property damage liability insurance shall have limits of \$2,000,000 per occurrence.

Additional Insured: Stafford County shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above.

If an "ACORD" Insurance Certificate form is used by the Consultant's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

The Consultant agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

Engineers Professional Liability: "Errors and Omissions" coverage in the amount of two million dollars (\$2,000,000) shall be provided.

12. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia §2.2-4343.1 or against any offeror because of race, religion, sex, national origin, age, disability, or any other basis prohibited under state law relating to discrimination in employment.

13. Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless Stafford County, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding Contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

14. Safety

All Contractors and Subcontractors performing services for the Stafford County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

15. Notice of Required Disability Legislation Compliance

Stafford County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

16. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by Stafford County. A copy of these provisions may be obtained from the Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

17. Employment Discrimination by Contractors Prohibited

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

18. Drug-free Workplace

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

19. Exemption from Taxes

Stafford County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by Stafford County on request.

20. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the County Administrator or his designee.

21. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of Stafford County.

22. Debarment

By submitting a Proposal, the Proposer is certifying that he is not currently debarred by the County. The County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia.

23. Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the Contract.

24. Immigration Reform and Control Act of 1986

By accepting a Contract award, Vendor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

25. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

26. W-9 Form

Each Bidder or Offeror will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your Firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

27. Contract Administration

This Contract will be administered by the Stafford County Department of Public Works.

PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Preparation and Submittal of Proposals

- a. All Proposals shall be signed in ink by authorized personnel of the firm.
- b. All attachments to the Proposals requiring execution by the firm are to be returned with the Proposals.

2. Withdrawal of Proposals

- a. The Proposer may withdraw his Proposal from consideration if the service proposed was substantially different than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the proposal sought to be withdrawn.
- b. The following is the procedure for withdraw of Proposal:
 - (1) The Proposer must give notice in writing of his claim of the right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
 - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Bid of the same Bidder.
 - (3) No Proposer who is permitted to withdraw a Proposal shall for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted, without the approval of Stafford County. The person or firm to whom the Contract was awarded and the withdrawing offeror are jointly liable to Stafford County in an amount equal to any compensation paid to, or for the benefit of, the withdrawing Proposer without such approval.

3. Miscellaneous Requirements

- a. Stafford County will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- b. Contractors who submit a Proposal in response to this RFP may be required to make an oral presentation of their Proposal. The Construction Project Manager for Public Construction, a division of Public Works, will schedule the time and location for this presentation.
- c. The contents of the Proposal submitted by the successful Proposer and this RFP will become a part of any Contract awarded as a result of these specifications. The successful Contractor will be expected to sign a Contract with Stafford County. Additional terms and provisions will be included in the Contract.
- d. Stafford County reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of Stafford County. A firm who's Proposals is not accepted will be notified in writing.
- e. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by Stafford County.

4. Form of Proposals

Interested firms are cautioned to provide in their Proposal as much detail as possible pertaining to their firm's capabilities, experience and approach to the tasks outlined in this Proposal.

5. Clarification of Proposals

Stafford County reserves the right to contact vendors individually for the purpose of clarifying Proposals.

6. Vendor Incurred Costs

Stafford County is not liable for any cost incurred by vendors prior to issuance of an agreement, Contract or Purchase Order.

7. Right to Cancellation

Award to the selected Vendor will be made under a Contract arrangement cancelable after the first year or at the end of a fiscal year in the event that continuing funds are not appropriated.

8. Vendor Declaration

The vendor must state that its Proposal was made without connection with any other person, company or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.

9. Terminology

Terminology used in this request for Proposal might imply or denote a particular Vendor. The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the Vendor in these situations.

10. Licensing Agreement

Any licensing agreement required by the Vendor must be fully described.

11. Proposal Property of Stafford County

All Proposals submitted in response to this RFP become the property of Stafford County. Supporting technical manuals will be returned at the request of the Vendor.

12. Confidentiality

All Proposals will be available for inspection by interested parties following the final selection date. If a Vendor wishes that any parts of his Proposal remain confidential, he should state so clearly.

13. Addenda

Any Addenda to these documents shall be issued in writing; no oral statement, explanations or commitments by whomsoever shall be of any effect unless incorporated in the Addenda.

14. Contracting

Upon award of a Contract, the RFP and the successful offeror's Proposal will become part of the Contract. Stafford County intends to enter into a Contract which best serves the interests of the Stafford County and will require the Vendor to enter into the Stafford County's "STANDARD CONTRACT FOR SERVICES".

PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS

1. The extent and character of the work to be accomplished by the firm shall be subject to the general control and approval of the Stafford County Administrator or his authorized representative. The Firm shall not comply with requests and/or orders issued by other than the County Administrators representatives acting within their authority for the County of Stafford.

2. Subcontractors

The Firm shall identify all proposed Subcontractors who will be furnishing services under the terms of his Proposal. Subcontractors shall conform, in all respects, to the applicable provisions specified for the prime Contractor and shall further be subject to approval by Stafford County.

3. Termination

Subject to the provisions below, the Contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval by Stafford County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this Contract is terminated or canceled upon request and for convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the Stafford County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

4. User List

Vendors are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address, and telephone number of a contact person.

5. Assignment

The Contractor will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its rights, title, or interests therein, or its power to execute such agreement to any other person, company or corporation with the previous consent and approval in writing by Stafford County.

6. Exceptions

Any and all exceptions to the specifications included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the Vendor not indicate and explain all exceptions, his Proposal may be rejected.

7. Proposal Selection

Contract(s) will be awarded by Stafford County to the most responsive and responsible Vendor(s) whose Proposal conforms to this Request and is most advantageous to Stafford County.

ARCHITECTURAL AND ENGINEERING AND LANDSCAPE ARCHITECT SERVICES FOR STAFFORD COUNTY

PROPOSAL #77153

I. PURPOSE

The intent of this Request for Proposal (RFP) is to obtain approval for the services of qualified consultants to provide on-call architectural and engineering services, through one or more fixed fee, open-end Contracts for the following categories:

Category 1 – Architect and Engineering

Category 2 – Landscape Architect Services

Firm(s) will be selected and approved on an “as needed” basis for a one (1) year period. Such selections may be renewable for four (4) additional one-year terms. The number of selections for each group will depend on the number and quality of the Proposals received. **Offeror’s shall submit a separate Proposal for each category for which they would like to be considered. The category and title shall be shown on the cover of each Proposal. Offerors are NOT to combine multiple categories into one (1) submittal.**

The sum of all projects performed under a one-year approval term shall not exceed \$5-million. Competitive negotiations for such contracts may result in awards to more than one Offeror. For a single project, for professional engineering services relating to construction projects, the project fee shall not exceed \$2 million. A County purchase order will be issued and contract prepared, where applicable, for each task order prior to the start of work.

COMPETITION INTENDED

It is the County's intent that this RFP permit competition. It shall be the Offeror's responsibility to advise the Chief Financial Officer (CFO) in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Office not later than fifteen (15) days prior to the date set for acceptance of proposals.

II. BACKGROUND INFORMATION

Stafford County, while grounded by rural traditions, is rapidly becoming an urban community and currently ranks as one of the fastest growing counties in the State and the nation. The County encompasses one hundred seventy three thousand (173,000) acres of which thirty thousand five hundred (30,500) are utilized by the federal government for the Quantico Marine Corps Reservation. The estimated population of Stafford County is one hundred thirty seven thousand (137,000).

Stafford County has on-going requirements for Architectural and Engineering (A&E) and Landscape Architectural (LA) services to support various projects required to construct, maintain, improve, or expand its facilities and infrastructure. It is the intent of this contract to provide A&E services on an “as needed” basis to support the County’s engineering requirements.

Typical types of projects covered under the resulting Contracts may include, but are not limited to A&E and LA services for renovations, expansions or new construction of county facilities to include but not limited to: recreation facilities, parks and athletic facilities, libraries, public safety, courthouse and emergency management facilities.

III. OFFEROR MINIMUM QUALIFICATIONS

Offeror's must demonstrate that they have the resources and capability to provide the materials and services as described herein. All Offerors shall submit documentation with their Proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for Proposal to be deemed non-responsive and rejected. The following criteria shall be met in order to be eligible for this Contract.

IV. INTRODUCTION AND SCOPE OF SERVICES

The Firm shall provide architectural and related services and shall be available for all phases of each project designated by Stafford County as to type of project identified herein and shall perform all services described by providing all supervision, manpower, materials, equipment and supplies necessary to provide the work outlined below.

Stafford County may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this RFP as mutually agreed to at a price mutually agreed upon. The change must be approved by the CFO and a Contract Modification issued by Purchasing to change the contract.

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All Offerors must be able to provide:

1. Offerors are to submit written proposals which represent the offerors qualifications and understanding of the work to be performed. The offerors proposal should be prepared **simply and economically** and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the scope of services and evaluation criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Proposal is not to exceed 75 numbered pages.
2. Services shall in part or whole include studies, construction, construction administration, design, review and revision of specifications, and architectural services as described in this Request for Proposal.
3. Projects may include, but not limited to, renovations of buildings, renovations and additions to existing County structures, renovations and recommendations on equipment systems, studies to determine extent of repairs needed, new structures, feasibility studies, beautification projects and Parks & Recreation parks and facility design, renovations and additions.
4. The County reserves the right to use county contracts in place at time of need for any item. An example but not a complete list of possible contracts could be: soil testing, land surveying or any investigation/testing procedure that may be required.

5. Project assignments shall be on an as needed basis. The right is reserved at all times to perform work in-house or to award large projects on a separate competitive negotiation basis.
6. Emergency Response: In the event of a catastrophic event or other condition where the County Administrator has declared an emergency and there exists a need to use professional architectural and engineering services to assist in resolving the emergency, the Consultant shall respond within two (2) hours of notification.
7. Task Order Scope of Work:
 - A. Additional details on the development of task order cost Proposals.
 1. The level of supervision, quality assurance and staff assigned by the Consultant to an individual task order will be clearly defined in the Scope of Work.
 2. The Consultant shall make every effort to keep the personnel assigned to a task order consistent.
 3. Permitting requirements and responsibilities shall be identified in the task order scope of work.
 4. Project documentation requirements to include report type and content; content of engineering drawings and the need for a professional engineer's stamp shall be identified in the task order scope of work.
 5. All testing requirements shall be identified to include tests that are not specifically identified in the fee schedule.
 6. A Project Manager shall be assigned to each task order by the Consultant to provide consultation, engineering, and management services. The Consultant's Project Manager will be responsible for staffing the work and the review of all tests and reports prior to submission to the County. The final responsibility for quality assurance shall be that of the Consultant's Project Manager.
 - B. A purchase order must be issued for each task prior to the start of work. The purchase order shall constitute the notice to proceed, unless otherwise indicated.
 - C. All services shall be performed in compliance with industry standards and all federal, state, and local laws, codes, ordinances and regulations including those of the Environmental Protection Agency (EPA), Virginia Department of Environmental Quality, Virginia Department of Conservation and Recreation, State Health Department, Virginia USBC, VOSHA (Virginia Occupational Safety and Health Agency) and OSHA rules and regulations.
 1. The hourly fees/rate schedule implemented under this selection and subsequent contracts shall include:
 - a. Administrative items such as fax transmissions, long distance phone calls, mailing services, courier services, and materials required in the preparation of presentations, cost of reports, submittals and other expenses deemed typical in the conduct of business.

- b. Transportation to and from job sites, vehicles, fuel, vehicle maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support, materials testing equipment and all overhead and incidental costs.
2. The services to be provided under this selection and subsequent contract(s) shall include, but not be limited to, the following:
 - a. Evaluations, investigations, analysis, recommendations, cost and time estimates, testing, reports, studies, designs, preparation of documents (including drawings in latest AutoCAD version and specifications) field inspections and investigation.
 - b. Professional involvement throughout all phases of the project, including but not limited to development of programs; preparation of reports; periodic progress reports/meetings; processing of invoices for service; timely processing of project correspondence, Consultants' requests for payment, and material and equipment submittals.

V. SERVICE GROUPS

CATAGORY 1: Architectural & Engineering Services (A&E)

Described below is a general outline of the type of work to be performed by the successful firms and the minimally acceptable standards of performance. This outline is intended as a guide for offerors to describe the nature of the services required and qualifications for the contract.

A. Basic Services:

1. Architect/Engineer (A/E) shall perform any and all professional services including but not limited to: basic architecture; interior design; planning; structural, mechanical, civil, electrical services; feasibility and space needs studies, site and existing condition surveys, cost estimating services or any related services incidental thereto.
2. A/E represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional.
3. A/E will comply with the regulations, laws, codes, ordinances and requirements of all governmental impact applicable to any assigned project. Exact details of the basic services will be specified for each project task order.

B. Study and Preliminary Design Phase: After notice to proceed, responsibilities of the A/E include:

1. Consult with County to determine its requirements and review available data in the Counties possession.
2. In consultation with county and on the basis of all information, determine the scope of the project.
3. Have all research and field survey work performed when requested.
4. Prepare preliminary design documents consisting of construction plans and specifications.
5. Based on the information contained in the preliminary design documents, submit an opinion of probable project costs including but not limited to construction costs and contingencies.
6. Furnish preliminary design documents, A/E's opinion of probable project cost to the county, and present and review them with the county.
7. Furnish all such documents, plans and design data as may be required for, and assist in the preparation of the required documents so that the county may obtain approvals of all such governmental agencies and authorities as have jurisdiction over design criteria and environmental impact applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative hearings and meetings as are reasonably required to obtain such approval.

C. Final Design Phase: Upon completion of the preliminary design and notification by the County that the documents are acceptable in all respects to the County and to all governmental agencies, departments, and authorities that have jurisdiction over design criteria and environmental impact applicable to the project the A/E shall:

1. On the basis of the preliminary design, and the approval thereof, prepare the final project plans and specifications and contract documents which shall include bid forms, instructions to bidders, contract form, bonding and assist in the preparation of other related documents.
2. Furnish all such documents, plans, and design data as may be required for and assist in the preparation of the required documents so that the County may obtain approval of all such governmental agencies and authorities as have jurisdiction over design criteria and applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative hearings involving the project. A/E will attend as many hearings and meetings as are necessary to obtain such approval.

3. Furnish County with a revised opinion of probably project cost based on the final plans and specifications and other related documents.
4. Prepare any necessary documents for alternate bids requested by the County.
5. Furnish final plans and specifications, contract documents and all other related documents to the County and present and review all such documents with the County.

D. Bidding and Negotiating Phase: After Notice to Proceed with the Bidding and Negotiating Phase, A/E shall:

1. Assist County in obtaining bids for each prime contract for construction and/or installation of equipment.
2. Consult with and advise County as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor.
3. Consult with and advise County as to the acceptability of substitute materials and equipment proposed by a contractor.
4. Assist County in evaluation of bids.

E. Construction Phase: During the implementation Phase, A/E Shall:

1. Furnish County and the County's contractor(s) each with an additional set of plans.
2. Consult with and advise County.
3. Make weekly visits to the site. The purpose of the visit is to observe, as an experienced and qualified design professional, the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the final plans, specifications, and the contract documents. A/E will verify that the completed project reasonably conforms to the final plans, specifications, and to the contract documents. During such visits and on the basis of its on-site observations. A/E shall keep the County informed in writing of the progress of work and shall endeavor to guard the County against defects and deficiencies in the work of the contractor(s); shall notify the County of any observed defects or deficiencies in the work of the contractor(s); and shall disapprove or reject work as failing to conform to the requirements of the final plans, specifications or contract documents.
3. Take appropriate action to review and approve shop drawings and samples, the results of tests and inspections and other data which contractor(s) is required to submit, for conformance with the design concept of the project and compliance with the information given in the final plans, specifications, and the contract documents; determine the acceptability of substitute materials and equipment

proposed by contractor; and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certifications of inspection, which are to be assembled by the contractor in accordance with the final plans, specifications and contract documents.

4. Issue instructions from County to each contractor and prepare all change orders as required; A/E may require special inspection or testing of the work, on the Counties behalf, and shall act as interpreter of the requirements of the final plans, specifications, and the contract documents and judge of the performance there under by the parties hereto.
 5. Based on A/E's on-site observations as an experienced and qualified design professional and on his review of contractor's applications for payment and the accompanying data and schedules, shall advise County as to the amount owing to contractor(s) and indicate whether he approves such amount; such approvals of payment will constitute a representation to the County, based on such observations and review that the work has progressed to the point indicated and that, to the best of knowledge, information and belief, the quality of the work is in accordance with the final plans, specifications, and the contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the finals plans, specifications, and the contract documents, and to any qualifications stated in its approval).
 6. Conduct and inspection to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications, and contract documents. If each contractor has fulfilled all of his obligations, the A/E shall indicate to the County and other governmental agencies, in writing, that final payment should be made to each contractor.
 7. Prepare a set of As-Built drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s).
- F. **Evaluation of Proposals and Selection Factors:** The Evaluation Committee will screen each proposal and selection will be made on the basis of the following criteria. These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or potential negotiations.
1. **Management Skills, Technical Expertise and Credentials of Project Team Proposed to Perform Work:**
 - a. This section should clearly identify all disciplines available with the firm and those which will be subcontracted to others. Include resumes of all key individuals of the firm and of the subcontractors who would in all probability be involved in a County project.

- b. Managerial capabilities including ability to manage projects simultaneously and expeditiously.
- c. Teams approach to problem/task resolution. Including but not limited to change order review process, errors and omissions and project schedule reviews.
- d. Data gathering techniques and procedures.
- e. Show the teams design process and cycle time

2. Project Understanding:

- a. Demonstration of the firms' ability to perform A/E services related to building construction (new construction and renovations) for localities.
- b. Demonstration of the firms' ability to perform feasibility and space studies for localities.

3. Delivery of Projects On-time and within Budget:

- a. History of effective schedule and budget management for projects.
- b. Show record of the delivery of projects on-time and within budget. Can provide problems encountered and solutions devised.
- c. Demonstrate processes in place to recognize, track and analyze project change orders. These can be due to site conditions or errors and omissions (including those caused by any sub-consultant) and discuss how these processes are utilized to minimize future occurrences.

4. Overall Quality and Completeness of the Proposal:

- a. Completeness
- b. Attention to Detail
- c. Clarity
- d. Organization

5. Compliance with Contractual Terms:

Provide definitive statement of intent to comply with contract terms and conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note any exceptions; however, failure to agree to terms required by law or County purchasing regulations may be grounds for disqualifications of the proposal.

6. **Cost of Services (*Short-listed firms only*)**

Provide a non-binding estimate of hourly rates for key staff. detailed fee schedule to be used on the project.

7. **Evaluation Committees personal judgment on Proposer's merit to complete the overall contract needs.**

Proprietary information will not be disclosed to others during the selection process.

8. **Selection Process and Key Dates:**

- a. It is anticipated that interviews will be scheduled within 30 days after short listing is completed.
- b. No specific number of firms has been designated to be invited to interview with the Selection Committee. The project team shall engage in individual discussions with selected offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services.
- c. The Evaluation Committee may include representatives from several county departments and/or agencies. The various committee members will not be made public until day of interviews. **No individual meetings or visits will be scheduled with any prospective Offeror before the submission of proposals.**

CATAGORY 2: Landscape Architecture & Design Services

The County is looking to contract with experienced Landscape Architectural firms with proven experience in Parks and Recreational Facilities and Beautification projects. The scope of work will include project landscape design services, related technical studies, outdoor space analyses, installation inspection, and other miscellaneous professional landscape design services. Described below is a general outline of the type of work to be performed by the successful firms and the minimally acceptable standards of performance. This outline is intended as a guide for offerors to describe the nature of the services required and qualifications for the contract.

A. Basic Services:

1. Landscape Architectural firm(s) (LA) shall perform any and all professional services including but not limited to: prepare site, landscape and irrigation plans, site surveys, design project and prepare plans for projects that may include federal or grant funds, recommendations for water management best practices, design to construction of projects, landscape planning, park planning projects, AutoCAD plans, mapping, and landscape design projects, Inspect and certify installation of landscaping, assist staff with project administration including detailed drawings

for contract bid, documents and/or bid specs on both small and large projects, site and existing conditions surveys, estimation services for new landscape construction, repair, and maintenance projects, any related technical studies or any related services incidental thereto.

2. LA represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional.
3. LA will comply with the regulations, laws, codes, ordinances and requirements of all governmental impact applicable to any assigned project. Exact details of the basic services will be specified for each project task order.

B. Study and Preliminary Design Phase: After notice to proceed, responsibilities of the LA include:

1. Consult with County to determine its requirements and review available data in the Counties possession.
2. In consultation with county and on the basis of all information, determine the scope of the project.
3. Have all research and field survey work performed when requested.
4. Prepare preliminary design documents consisting of construction plans and specifications.
5. Based on the information contained in the preliminary design documents, submit an opinion of probable project costs including but not limited to construction costs and contingencies.
6. Furnish preliminary design documents, LA's opinion of probable project cost to the county, and present and review them with the county.
7. Furnish all such documents, plans and design data as may be required for, and assist in the preparation of the required documents so that the county may obtain approvals of all such governmental agencies and authorities as have jurisdiction over design criteria and environmental impact applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative hearings and meetings as are reasonably required to obtain such approval.

C. Final Design Phase: Upon completion of the preliminary design and notification by the County that the documents are acceptable in all respects to the County and to all governmental agencies, departments, and authorities that have jurisdiction over design criteria and environmental impact applicable to the project the LA shall:

1. On the basis of the preliminary design, and the approval thereof, prepare the final project plans and specifications and contract documents which shall include bid forms, instructions to bidders, contract form, bonding and assist in the preparation of other related documents.
2. Furnish all such documents, plans, and design data as may be required for and assist in the preparation of the required documents so that the County may obtain approval of all such governmental agencies and authorities as have jurisdiction over design criteria and applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative hearings involving the project. LA will attend as many hearings and meetings as are necessary to obtain such approval.
3. Furnish County with a revised opinion of probably project cost based on the final plans and specifications and other related documents.
4. Prepare any necessary documents for alternate bids requested by the County.
5. Furnish final plans and specifications, contract documents and all other related documents to the County and present and review all such documents with the County.

D. Bidding and Negotiating Phase: After Notice to Proceed with the Bidding and Negotiating Phase, LA shall:

1. Assist County in obtaining bids for each prime contract for construction and/or installation of equipment.
2. Consult with and advise County as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor.
3. Consult with and advise County as to the acceptability of substitute materials and equipment proposed by a contractor.
4. Assist County in evaluation of bids.

E. Construction Phase: During the implementation Phase, LA Shall:

1. Furnish County and the County's contractor(s) each with an additional set of plans.
2. Consult with and advise County.
3. Make weekly visits to the site. The purpose of the visit is to observe, as an experienced and qualified design professional, the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the final plans, specifications, and the contract documents. LA

will verify that the completed project reasonably conforms to the final plans, specifications, and to the contract documents. During such visits and on the basis of its on-site observations. LA shall keep the County informed in writing of the progress of work and shall endeavor to guard the County against defects and deficiencies in the work of the contractor(s); shall notify the County of any observed defects or deficiencies in the work of the contractor(s); and shall disapprove or reject work as failing to conform to the requirements of the final plans, specifications or contract documents.

4. Take appropriate action to review and approve shop drawings and samples, the results of tests and inspections and other data which contractor(s) is required to submit, for conformance with the design concept of the project and compliance with the information given in the final plans, specifications, and the contract documents; determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certifications of inspection, which are to be assembled by the contractor in accordance with the final plans, specifications and contract documents.
5. Issue instructions from County to each contractor and prepare all change orders as required; LA may require special inspection or testing of the work, on the County's behalf, and shall act as interpreter of the requirements of the final plans, specifications, and the contract documents and judge of the performance thereunder by the parties hereto.
6. Based on LA's on-site observations as an experienced and qualified design professional and on his review of contractor's applications for payment and the accompanying data and schedules, shall advise County as to the amount owing to contractor(s) and indicate whether he approves such amount; such approvals of payment will constitute a representation to the County, based on such observations and review that the work has progressed to the point indicated and that, to the best of knowledge, information and belief, the quality of the work is in accordance with the final plans, specifications, and the contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the final plans, specifications, and the contract documents, and to any qualifications stated in its approval).
7. Conduct an inspection to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications, and contract documents. If each contractor has fulfilled all of his obligations, the A/E shall indicate to the County and other governmental agencies, in writing, that final payment should be made to each contractor.
8. Prepare a set of As-Built drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s).

F. Evaluation of Proposals and Selection Factors: The Evaluation Committee will screen each proposal and selection will be made on the basis of the following criteria. These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or potential negotiations.

1. Management Skills, Technical Expertise and Credentials of Project Team Proposed to Perform Work:

- a. This section should clearly identify all disciplines available with the firm and those which will be subcontracted to others. Include resumes of all key individuals of the firm and of the subcontractors who would in all probability be involved in a County project.
- b. Managerial capabilities including ability to manage projects simultaneously and expeditiously.
- c. Teams approach to problem/task resolution
- d. Data gathering techniques and procedures.
- e. Show the teams design process and cycle time

2. Project Understanding:

- a. Demonstration of the firms' ability to perform LA services related to Parks and Recreation facilities and beautification projects for localities.
- b. Demonstration of the firms' ability to perform feasibility and outdoor space analysis studies for localities.

3. Delivery of Projects On-time and within Budget:

- a. History of effective schedule and budget management for projects.
- b. Show record of the delivery of projects on-time and within budget. Can provide problems encountered and solutions devised.
- c. Demonstrate processes in place to recognize, track and analyze project change orders due to errors and omissions (including those caused by any sub-consultant) and discuss how these processes are utilized to minimize future occurrences.

4. Overall Quality and Completeness of the Proposal:

- a. Completeness

- b. Attention to Detail
- c. Clarity
- d. Organization

5. **Compliance with Contractual Terms:**

Provide definitive statement of intent to comply with contract terms and conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note any exceptions; however, failure to agree to terms required by law or County purchasing regulations may be grounds for disqualifications of the proposal.

6. **Cost of Services (*Short-listed firms only*)**

Provide a detailed fee schedule to be used on the project.

7. **Evaluation Committees personal judgment on Proposer's merit to complete the overall contract needs.**

Proprietary information will not be disclosed to others during the selection process.

8. **Selection Process and Key Dates:**

It is anticipated that interviews will be scheduled within 30 days after short listing is completed.

No specific number of firms has been designated to be invited to interview with the Selection Committee. The project team shall engage in individual discussions with selected offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services.

The Evaluation Committee may include representatives from several county departments and/or agencies. The various committee members will not be made public until day of interviews. **No individual meetings or visits will be scheduled with any prospective Offeror before the submission of proposals.**

VI. PROJECT ORDERS

Stafford County reserves the right, at its sole discretion, to issue a separate RFP for similar work and other projects as the need may occur. Stafford County also reserves the right, at its sole discretion, to issue purchase orders to any firm based on Stafford County evaluation of each firm's qualifications as indicated below:

- A. Availability of key personnel of the firm, based on current and past on-time performance for Stafford County and the amount of similar work already assigned to the firm under this contract;

1. The firm is expected to begin work within 10 days from the issuance of the Notice to Proceed by the County.
2. The cost negotiated for the work;
3. The qualifications and areas of expertise of the firm;
4. The firm's distance to the project;
5. The performance record of the firm with the procuring department, and;
6. Such other reasonable factors as may be specified in writing at the time of the assignment.
7. Task Proposals/Response Time: Stafford County will notify the applicable firm when work is required. The firm shall respond to Stafford County within forty-eight (48) hours after notification. Stafford County may request a meeting with the firm to discuss the proposed Scope of Work. Based upon the request and any subsequent meeting and or negotiations, the Contractor shall prepare a written task proposal within five (5) business days from Stafford County's task request to the appropriate Project Manager.
8. No compensation shall be paid to the Contractor for the preparation and delivery of task proposals. Stafford County reserves the right to request from the firm additional information as deemed necessary prior to commencing with negotiations.

VII. PROPOSAL CONTENT

The Instruction for submitting Proposals set forth certain criteria which will be used in the evaluation of Proposals and selection of the successful Offerors. In addition, the criteria set forth below will be considered.

Offerors are to make written Proposals that are concise, **not to exceed 75 numbered pages**, excluding table of contents and appendices, that present the Offerors qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the Proposal to be considered non-responsive and rejected.

- *Do not include cost information in your proposal. This information will be requested from the short listed firms only.*
 - *Do not use Federal Government forms such as Standard Form 330; Architect–Engineer Qualifications in your Proposal response.*
- A. Signature Page
 - B. Table of Contents
 - C. Management Skills and Technical Expertise

1. Include as a minimum for each of the service groups for which you desire to be considered:
2. Provide a narrative description (maximum of one (1) page per project) of three (3) projects that are in progress or have been completed within the past three (3) years.
3. In the project narrative provide a summary of the project including completion date, contract cost and any unique problems encountered and solutions devised regarding the commissioning.
4. Provide a list of additional projects along with a brief scope, project cost, and contact information. This list shall include all engineering services type task order Contracts held within the last five (5) years.
5. Provide a narrative describing experience on LEED projects and project specific examples of innovative design approaches to achieve LEED objectives.
6. References: all Offerors shall include with their Proposals a minimum of three (3) current references from project completed in the last five (5) years. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the Proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
7. Describe your organizations quality control program and provide an example of how your quality control program saved client funds or improved the quality of the end product.

D. Credentials of the Project Team

1. Include as a minimum for each of the service groups for which you desire to be considered:
2. Identification of Project Manager along with resume and portfolio of related projects
3. Identification of LEED Accredited Professionals along with resume and portfolio of related projects
4. Staffing Plan including a description of how Project Managers and Senior Professionals oversee the work of Project Staff
5. Resumes of key project staff to include sub-consultants
6. Identify sub-consultants and previous working experience with sub-consultants identified in proposal

E. Task Understanding

Provide a narrative describing how you intend to accomplish task requirements for each of the service groups for which you desire to be considered. Address your understanding of overall service group requirements.

F. Capability for Timely Response

1. Proximity of Consultant's office to County Government Center (driving time).
2. Acknowledgement and understanding of required response times as set forth in this RFP.

G. Compliance with Contractual Terms

Provide a definitive statement of intent to comply with Terms and Conditions as delineated in this RFP. If proposed Terms and Conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law or County purchasing regulations may be grounds for disqualification of the proposal.

Acknowledge and describe any proposed deviations from Scope of Services.

H. Additional Documents

Include requested documents such as but not limited to: W-9 and insurance certificate.

I. Proposals will be reviewed for overall quality and completeness:

- Completeness
- Attention to detail
- Clarity
- Organization

J. Evaluation Process

The Evaluation Committee will review, and evaluate each proposal and selection will be made for each service group on the basis of the criteria listed below and as more particularly described in Paragraphs C-G.

1. Management skills and technical expertise. **(25 points)**
2. Credentials of project team. **(25 points)**
3. Understanding of task requirements. **(25 points)**
4. Capability for timely response. **(15 points)**
5. Compliance with contractual terms. **(5 points)**
6. Overall quality and completeness of proposal. **(5 points)**

Once the Evaluation Committee has read and evaluated each Proposal, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the offerors for further consideration—the short-list. Thereafter, the Evaluation Committee will conduct interviews and have discussions with the top ranked Offerors.

K. Expression of Interest (EOI)

The Expression of Interest shall be organized in the following order:

1. Transmittal Letter/Signature Page
2. Table of Contents
3. Management Skills and Technical Expertise
4. Credentials of the Project Team
5. Task Understanding
6. Capability for Timely Response
7. Compliance with Contractual Terms
8. Additional Documents

VIII. INSTRUCTIONS TO OFFERORS

Submission of Proposals

Before submitting a Proposal, read the entire solicitation, including the Contract Terms and Conditions. Failure to read any part shall not relieve the successful Offeror of its contractual obligations. Include other information as requested or required. The Proposal envelope must be completely and properly identified. The face of the envelope shall indicate the RFP number, time and date of acceptance, and the title of the RFP. Proposals must be received by the County of Stafford, Purchasing Office, PO Box 339, Stafford, VA 22555-0339, or hand delivered to 1300 Courthouse Road, Stafford 22554. Faxed and e-mailed proposals will not be accepted.

IX. CONTRACT PERIOD

The term of this approval shall be for an initial one (1) year period, with the option to renew for four (4) additional one (1) year periods, for a total of five (5) years, if agreeable to both parties.

It should be noted that multi-year approvals may be continued each fiscal year only after funding appropriations have been approved by the Stafford County Board of Supervisors. In the event that the necessary funding is not approved, then the affected multi-year selection becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

All obligations shall prevail for at least ninety (90) days after the effective date of the approval or subsequent annual renewal. For the protection of both parties, this approval may be canceled by either party giving thirty (30) days prior notice in writing to the other party.

Term approval shall be issued to determined fully qualified and best suited firms, with no set number of firms to be awarded contracts. It is understood that the County of Stafford does not guarantee or imply that any services from the Firm(s) will be requested during the performance of this contract.

X. TYPE OF CONTRACT TO BE NEGOTIATED

Stafford County may make multiple awards for this procurement. The County may engage in individual discussions with two (2) or more Proposers deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Proposers shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Owner may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of price for services. Proprietary information from competing Proposers shall not be disclosed to the public or to competitors. At the conclusion of informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Owner may select, in the order of preference, two (2) or more Proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations may then be conducted, beginning with the Proposer ranked first. If a Contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Proposer. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on until such a Contract can be negotiated at a fair and reasonable price.

Should the Owner determine in writing and in its sole discretion that only one (1) Proposer is fully qualified, or that one (1) Proposer is clearly more highly qualified and suitable than the others under consideration, a Contract may be negotiated and awarded to that Proposer.

XI. ADDITIONAL INSTRUCTIONS TO THE OFFEROR

A. Construction Bidding Redesign

If all construction proposals received exceed the County's construction budget by ten percent (10%) or more, the consultant shall redesign as required to provide a facility within the budgeted funds at no additional cost to the County.

B. Prime Consultant Responsibilities

The Consultant(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all sub-consultants that they may utilize. Sub-consultants who perform work under the Contract shall be responsible to the prime Consultant. The Consultant agrees to be fully responsible for the acts and omissions of their sub-consultants and of persons employed by them.

C. Cost Proposals/Response Time

The County will notify the applicable Consultant when work is required. The Consultant shall respond to the County within forty-eight (48) hours after notification. The County will schedule a meeting, if needed, with the Consultant and the proper County representatives to discuss the work required. Based upon those discussions, the Consultant shall submit to the County a lump sum cost proposal to perform the work based upon their fixed hourly rates contained in the Contract. The estimate shall contain the estimated number of hours broken out by category of service, Consultant hourly rates for each category, a narrative

describing work to be performed, estimated time for completion and all non-labor related costs. All costs to complete the task must be identified in the cost proposal. No project costs are to be considered “reimbursable” and left out of the task order cost proposal. After review and acceptance of the proposal, the County will issue a purchase order to perform the work. The proposals shall be prepared at no cost to the County.

When the scope of services involves work of such nature that the Consultant cannot reasonably estimate the time which would be required to provide the services, the County may agree to an Hourly Rate Purchase Order based on the actual hours worked times the hourly rates indicated in the Consultant's binding fee schedule and other approved expenses. A maximum Purchase Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Purchase Orders. When an Hourly Rate Purchase Order is used, the Consultant shall submit detailed time records, documentation for other expenses, and such other evidence as the County may require supporting its billing request.

D. Ownership of Documents

Any reports, specifications, plans, photos, GIS, CAD or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of the County of Stafford, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the Contract without the prior written consent of Loudoun County. Documents and materials developed by the Consultant under the Contract shall be the property of County of Stafford; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. County of Stafford agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

E. Submissions

All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the Director of Public Works for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the Director of Public Works.

F. Responsibility for Claims and Liabilities

The County's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out the Contract. The Consultant shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents or work and Consultant is responsible for to the County for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

XII. SUBMISSION OF PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia

Freedom of Information Act; however, the offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, in a separate section of the proposal, any information considered by the offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary or trade secret information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

XIII. SUBMISSION OF PROPOSED EXCEPTIONS

Stafford County proposed contract documents and this Request for Proposals contain terms and conditions Stafford County favors and intends to use for the resultant contract. **If the Offeror wishes Stafford County to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.** Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with Stafford County Contract for Services and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, Stafford County may award the contract to another Offeror.

**REQUEST FOR PROPOSALS
FOR ARCHITECTURE & ENGINEERING AND LANDSCAPE ARCHITECTURE
CONSULTING SERVICES FOR THE COUNTY OF STAFFORD**

RFP #77153

SIGNATURE SHEET

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FACSIMILE: _____

NAME & TITLE OF PERSON SUBMITTING PROPOSAL: _____

SIGNATURE: _____

REFERENCES

The Proposer is required to state, in detail, in the space provided below what work of a character similar to that included in the proposed Contract has done, and to give references and such other detailed information as will enable the Owner to judge his responsibility, experience, skill and financial standing. Proposals from Contractors inexperienced in this particular type of work will not be considered.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Purchasing Ordinance and relevant Federal and State Laws, orders and regulations, required of Stafford County to ensure that its procurement practices are non-discriminatory and promote quality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. **Small Business:**

For the purposes of this document a small business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred fifty (250) employees;
- (b) gross annual income does not exceed ten (10) million dollars;
- (c) is independently owned and operated (not subsidiary of another firm).

2. **Minority Business:**

A business entity which is operated and controlled by a minority.

- (a) The terms “operated and controlled” shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of 51 percent or more of such an enterprise.
- (b) A minority person shall mean Black; Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Natives; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm:	YES _____	NO _____
Small Business Firm:	YES _____	NO _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE NUMBER (OFFICE): _____

STAFFORD COUNTY

STANDARD CONTRACT FOR SERVICES

This Contract is entered into this ____ day of _____, 20__, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. **Definitions.**

(a) As used in this Contract, the term “County” shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the “County” shall mean _____. (If this line is blank, the County shall mean the Board of Supervisors).

(b) As used in this Contract, the term “Contractor” shall mean:

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

3. **Provision of Services.**

(a) The contractor hereby agrees to provide the following services to the County:

(b) The time, manner and place for performance of such services shall be:

4. **Time and Essence.**

Time shall be of the essence in this Contract, except where it is herein

specifically provided to the contrary.

5. County Obligations.

(a) In return for the services identified above, the County shall pay the Contractor the following amounts:

[] (b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. Termination for Convenience of the County.

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his/her designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out

of such termination, with the ratification of the Purchasing Officer of Stafford County;
and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as

provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Office shall determine to be due under this clause, the Contractor may dispute any claim in writing to the County Administrator or his/her designee in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records.

(a) The Contractor agrees that the County or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books,

documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this

Section, it shall not obtain services for six months which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

[] 10. **Insurance.**

The Contractor shall maintain insurance, in the amount and form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

12. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

[] 13. **Warranties.**

[] 14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

15. **Disputes.**

Any dispute concerning a question of fact as a result of this Contract shall be decided by the County Administrator, or his/her designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or his/her designee, shall be final and conclusive unless the Contractor appeals the decision within six months of the date of the final written decision, by instituting legal action as provided in the Code of Virginia § 2.2-4364 (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County

Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or his/her designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator or his/her designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

16. Nondiscrimination.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in

every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

[] **17. Additional Terms and Conditions.**

18. Integration Clause.

 This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. Legal Status

 All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

20. Faith-Based Clause.

 This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

County Representative

Title

Contractor or Duly Authorized
Representative

Title